

Nassau County Health and Human Services Vertical

Request for Funding Proposals (RFP)

Community Education Related to Bullying,
Youth Violence and Gang Prevention/Intervention

AND

Training and Technical Assistance to Support
Community-Based Mentoring Programs



Thomas R. Suozzi
County Executive

RFP Release Date: Monday, June 27, 2005

RFP NUMBER: YB0623-0549

Proposal Submission Date: Friday, July 29, 2005

<http://www.nassaucountyny.gov/PubNoticeIndex.html>

Issuing Agency:

Keith Little, Chairman
Nassau County Youth Board
George Siberón, M.P.A, M.S.W., Executive Director
Nassau County Youth Board



NASSAU COUNTY, NEW YORK

REQUEST FOR FUNDING PROPOSAL (RFP)

I. INTRODUCTION

The Nassau County Youth Board (the "Department", or "Youth Board") is currently seeking proposals from qualified organizations to provide the Department with **Community Education Related to Bullying, Youth Violence and Gang Prevention/Intervention AND Training and Technical Assistance to Support Community-Based Mentoring Programs.**

A vendor may be selected from among responding human service organizations based on a thorough analysis of each agency's ability to provide the Department with the highest quality and most cost-effective services. The Department will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizen status.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

Issue RFP	Monday, June 27, 2005
Proposals Due	Friday, July 29, 2005
Selection Made	August 31, 2005

B. PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this RFP titled **Mandatory Proposal Response Requirements (III. E)**. Each section should be clearly be numbered and include the question and response.

C. NUMBER OF PROPOSAL COPIES

Original plus 6 copies of the proposal must be submitted.

D. INQUIRIES AND SUBMISSION OF PROPOSALS

Questions about this RFP and submission of proposals shall be directed to:

Ms. Eileen Tucci, Director, Operations
Nassau County Youth Board
60 Charles Lindbergh Boulevard
Uniondale, New York 11553
(516) 227-7112 Fax Number: (516) 227-7107

E-Mail: Eileen.Tucci@hhsnassaucountyny.us

Or

Ms. Angela Zimmerman, Director, Development,
Training & Legislative Advocacy
Nassau County Youth Board
60 Charles Lindbergh Boulevard
Uniondale, New York 11553
(516) 227-7143 Fax Number: (516) 227-7107
E-Mail: Angela.Zimmerman@hhsnassaucountyny.us

All proposals must be delivered, either "in person" or by certified mail in a sealed envelope, on or before Friday, July 29, 2005, 4:00 p.m. to:

Mr. George Siberón, M.P.A., M.S.W., Executive Director
Nassau County Youth Board
60 Charles Lindbergh Boulevard
Uniondale, New York 11553

Faxed or e-mail copies of your proposal will not be accepted. Proposals received after the above date and time will not be considered. The Department is under no obligation to return proposals.

No contact with any other Department personnel other than the authorized contact person regarding this RFP is allowed until such time as an award (or awards) has (have) been made. Violation of this provision may be grounds for immediate disqualification. It is requested that any and all contact with the authorized contact person be made by phone, fax or e-mail.

E. TIME AND LOCATION OF PROPOSER'S PRESENTATION

Selected applicants may be requested to provide oral presentations. Those applicants will be notified to arrange specific times.

F. METHOD OF AWARD/EFFECTIVE PERIOD OF PROPOSAL

After July 29, 2005, the Youth Board will begin to evaluate the proposals. The Department reserves the right to hold all proposals for a period of up to 180 days beyond the final date for submission before making any determination.

Selection Criteria: In order to choose the best proposal, each will be scored using an evaluation system based on the following:

- Proposal conciseness, completeness and clarity of presentation
- Prior experience in performing the services outlined by this RFP for each Component
- Overall expertise and organizational strength
- Adequacy of program objectives and design
- Cost

- Readiness to work quickly within the required timeframe
- References and Reputation
- Any other information that would assist the RFP Evaluation Committee in the selection process

G. RIGHT OF REJECTION BY THE DEPARTMENT

Notwithstanding any other provisions of this RFP, the Department reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest bidder. Further, the Department reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part, withdraw or cancel this RFP, and (2) accept or reject any or all proposals prior to execution of the services contract for any or no reason and with no penalty to the Department.

H. AWARD OF CONTRACT

The Department shall select a vendor by means of a Notice of Award to be issued. Neither the selection of a vendor nor the issuance of a Notice of Award shall constitute the Department's acceptance of the proposal or a binding commitment on behalf of the Department to enter into a services contract with the organization, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

I. CONTRACT NEGOTIATIONS

The Department intends to enter into contract negotiations with the selected vendor, who shall be required to enter into a written contract or contracts (hereinafter, the "Contract") with the Department for collection services in a form approved by legal counsel for the Department and Nassau County (or the "County"). The Contract usually includes, without limitation, the standard clauses set forth in Exhibit "A" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the Contract(s). The contract(s) may contain provisions not contained herein.

The Department reserves the right to negotiate the terms and conditions of the Contract(s) with the selected applicant(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the Contract with such vendor(s) shall constitute the Department's acceptance of the proposal or a binding commitment on behalf of the Department to enter into a Contract with such vendor(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

J. CONTRACT TERM

January 1, 2005 – December 31, 2005. The narrative and budget is to cover a 12-month cycle. Upon funding approval, the program objectives and budget (including salary and wages) will be adjusted accordingly.

III. REQUIREMENTS – PURPOSE & SCOPE

A. GENERAL INTRODUCCION

Nassau County's Anti-Gang Strategy. The purpose of Nassau County's Anti-Gang Strategy is to prevent gang violence and criminal activities, deter youth and adults from joining gangs and to redirect gang-involved youth and adults away from gang activities. Nassau County's comprehensive anti-gang strategy consists of three major focus areas: Prevention, Enforcement and Redirection.

- Prevention activities involve efforts to keep youth and adults away from gang involvement. At –risk youth and adults are identified and offered alternatives to gang involvement
- Enforcement activities involve law enforcement and criminal justice interventions
- Redirection activities target gang involved youth and adults and offer them viable alternatives to gang involvement

Through this Request for Proposals (RFP), a total of \$50,000 is being allocated by the Nassau County Youth Board and coordinated with the Office of Inspector Turk, Nassau County Police Department. These projects are part of the Prevention and Redirection components of Nassau's Anti-Gang Strategy.

The Nassau County Youth Board was created in 1965 to plan, fund, monitor and research youth and family development opportunities throughout Nassau County. Currently, Youth Board funds over 40 community-based organizations strategically located in communities with the highest youth needs indices (population, poverty, youth-offense and drop-out data). Youth Violence and Gang Prevention/Intervention have been identified as key areas of focus of the Youth Board and integrated into Program Priority Areas for all contract agencies in 2004.

In March 2004, Youth Board allocated \$500,000 throughout Nassau County to support youth violence and gang prevention/intervention activities throughout Nassau County. In July 2005, an additional \$300,000 was allocated to implement employability skills and career development for youth at imminent risk of youth violence, in violent acting-out behavior and or involved in youth gang activity. Knowledge gained from these experiences confirms the need to provide continuous community education, training and technical assistance for the broader community and implement training and technical assistance to support the development of community-based mentoring programs for high-risk youth throughout Nassau County as follows:

Component A, Community Education Related to Bullying, Youth Violence and Gang Prevention/Intervention:

The County of Nassau through its Youth Board is pleased to announce the availability of funding up to the amount of **\$25,000**. to implement community education and training for community-based organizations, civic groups, school districts and faith-based organizations in Nassau County. It is anticipated that one program will be funded.

Component B, Training and Technical Assistance to Support Community-Based Mentoring Programs:

The County of Nassau through its Youth Board is pleased to announce the availability of funding up to the amount of **\$25,000**. to implement training and technical assistance to support the development of community-based mentoring programs for high-risk youth throughout Nassau County. It is anticipated that one program will be funded.

Eligible agencies can apply for either Component A or B or both. **Separate proposals must be submitted for each Component in accordance with RFP, Required Scope of Work and Mandatory Proposal**

Response Requirements for Components A and B. Proposals must be received no later than Friday, July 29, 2005, 4:00 p.m. One original and six copies are to be submitted as follows. All proposals are to be submitted to: Mr. George Siberón, M.P.A., M.S.W., Executive Director, Nassau County Youth Board Attn: Community Education/Mentoring Applications, Component [*indicate A, B, or A and B*], 60 Charles Lindbergh Boulevard, Uniondale, New York 11553.

B. ISSUE STATEMENTS:

COMPONENT A- Community Education Related to Bullying, Youth Violence and Gang Prevention/Intervention: According to criminologist Terrence Thornberry, "in the space of about 10 years, gangs have spread from a relatively small number of cities to being a regular feature of the urban and suburban landscapes". Nassau County is no exception to this national trend. According to the "*Caught in the Crossfire: Arresting Long Island Gang Violence By Investing in Kids*" published by Fight Crime: Invest in Kids New York (2004), "best estimates put gang membership at 3,000 to 5,000 in more than 42 gangs in Nassau County. All of the nationally known gangs now exist on Long Island".

The growth and proliferation of youth violence and gangs in Nassau County has focused public attention on the problem and made it an increasingly significant social policy issue. The public's concern is understandable. According to the Nassau County Task Force Against Gangs (TAG), Nassau County Police Department officers made 425 gang-related arrests in 2003 as opposed to 215 in 1998. Gang arrests have more than doubled over the last five years.

Youth violence is a complex social issue with many risk factors, including individual beliefs and behaviors, family characteristics, peer and school influences and community factors. The impact of injuries resulting from violence is also great. There are countless studies that document both the trajectory of violence (without appropriate intervention) and the long-term impact of violence on youth, families and communities.

In Nassau County, youth violence has manifested itself in countless ways. In 2002, DSS reported 6,041 reported cases of child abuse and neglect (30% were indicated) and Nassau County Probation Department reported 5,000 Family Offense Petitions and 1,269 PINS (Persons in Need of Supervision) assigned at Family Court Intake. Countless reported episodes of bullying, school violence and conflict in communities were also reported throughout Nassau County. (Nationally, 43% of high school and 37% of middle school boys believe it is okay to hit or threaten a person that makes them angry. Nineteen percent of the girls agree). *Although demographic information provides one view, one perspective, it does not capture the broader implications of bullying, youth violence and gangs in terms of its impact on community and human life.*

Bullying is a common experience for many children and adolescents. Surveys indicate that as many as half of all children are bullied at some time during their school years, and at least 10% are bullied on a regular basis. Bullying behavior can be physical or verbal. Children who are bullied experience real suffering that can interfere with their social and emotional development, as well as their school performance. Some victims of bullying have even attempted suicide rather than continue to endure such harassment and punishment.

According to the Federal Bureau of Justice, Office of Juvenile Justice Delinquency Prevention, "current knowledge about which programs are effective in preventing and reducing violence is limited.

The most effective program model will likely prove to be a combination of prevention and intervention strategies integrated in a collaborative approach and supported by data compilation and evaluation."

To address issues of bullying, youth violence and gang prevention/intervention it is critical to provide effective community education, training and technical assistance to Youth Board Contract Agencies, community-based organizations, civic groups, school districts and faith-based organizations designed to heighten community awareness, introduce competencies and promote community involvement in bullying, youth violence and gang prevention/intervention.

COMPONENT B-Training and Technical Assistance to Support Community-Based Mentoring Programs:

Mentoring means different things to different people. According to the Federal Office of Juvenile Justice Delinquency Prevention, "some people think of mentoring as an apprenticeship in which a young person learns a trade from an older more experienced adult. Others think of mentoring as a process in which an individual teaches and guides another through the formative years of life". Mentoring can and does include many of these dynamics. Although the exact nature of the mentoring relationship varies from program to program and over time, it is generally defined as "a relationship over a prolonged period of time between two or more people where an older, caring, more experienced individual provides help to the younger person as he/she goes through life." [Center for Substance Abuse Prevention, 2000]

Youth today are faced with a host of risk factors that increase their chances of risk, youth violence and/or gang involvement. Research indicates that effective prevention programs must both reduce risk factors that increase the risk of problem behavior and enhance protective factors that buffer children from risk. Thus, the goal of mentoring programs is to support the development of healthy individuals by addressing the need for positive adult contact and, thereby, reducing risk factors and enhancing protective factors. The strength of the mentoring concept comes from the fact that it can impact so many different risk factors and can support many different protective factors at the same time. In fact, the mere presence of a mentor "can provide a youth with personal connectedness, supervision and guidance, skills training, career or cultural enrichment opportunities, a knowledge of spirituality and values, a sense of self-worth, and perhaps most important, goals and hope for the future" (U.S. Department of Justice, 1998). The implementation of training and technical assistance to support the development of community-based mentoring programs for high-risk youth throughout Nassau County is a viable strategy to reduce risk and promote youth development.

C. REQUIRED SCOPE OF WORK:

COMPONENT A- Community Education Related to Bullying, Youth Violence and Gang Prevention/Intervention:

- ❑ **Community Education**- designed to heighten community awareness and promote community involvement in bullying, youth violence and gang prevention/intervention. These presentations must be conducted within a variety of school and community settings and incorporate youth and adults. **Annually**, 50 presentations to be implemented.
- ❑ **Training**- designed to introduce/support competencies and strategies to promote bullying, youth violence and gang prevention/intervention activities throughout Nassau County. **Annually**, 35 trainings to be implemented.

- **Technical Assistance** to provide time-limited support to agencies implementing services to high-risk youth. The applicant will be requested to project the number of technical assistance sessions to be provided.
- **Evaluation**: Program documentation for the purpose of evaluating outcome-based objectives will be required and monitored accordingly.

COMPONENT B- Training and Technical Assistance to Support Community-Based Mentoring Programs:

- **Training**: designed to build the capacity of agencies and introduce the competencies, tools and strategies necessary to plan for and implement community-based mentoring programs for the targeted youth population. The use of research-based curriculum and inclusion of evidence-based models that work with high-risk youth is required. **Annually**, a minimum of ten trainings to be implemented, regionally, throughout Nassau County.
- **Technical Assistance** to provide time-limited support to agencies in planning for and/or implementing mentoring services to youth at imminent risk of youth violence, in violent acting-out behavior and or involved in youth gang activity. A minimum of twenty-five technical assistance sessions to be implemented in community-based settings. As an outcome of this Initiative, it is anticipated that new community mentoring programs will be launched. The applicant is requested to estimate the number of new programs that may be developed as an outcome of this technical assistance.
- **Evaluation** - Program documentation for the purpose of evaluating outcome-based objectives will be required and monitored accordingly.

D. SPECIFIC CONTRACT REQUIREMENTS:

The applicant must be a Nassau County based, Human Service Organization with demonstrated experience in:

- ***For Component A:*** providing effective community education, training and technical assistance in the areas of bullying, youth violence and gang prevention/intervention within Nassau County.
- ***For Component B:*** providing effective mentoring services, training and technical assistance with high-risk youth populations throughout Nassau County.

Applicants must also have well-established relationships with local school districts, community organizations, civic groups and faith-based entities throughout Nassau County and apply to establish new programs or to expand existing programs. Funds cannot be used to supplant existing services.

E. MANDATORY PROPOSAL RESPONSE REQUIREMENTS

Please submit the following in your proposal. **All narratives are not to exceed 15 pages, double-spaced with a 12-pitch font.**

1) Program Narrative shall include:

- a) *Program Summary*: A brief description of the key points of your proposal.
- b) *Organizational Capacity*: Provide background information on your organization, including but not limited to:
 - Organizational overview
 - Organizational Capacity Statement – detail agency's programs and services that will be used to support the proposed model and demonstrated track record and history in providing services to high-risk youth populations
 - Age of the organization
 - Names, addresses and positions of all persons having a financial interest in the Organization
 - State of incorporation (as applicable)
 - Number of employees
 - Annual revenue of the organization
 - Number of employees that would be assigned to this program
 - Summary of relevant accomplishments
 - Any other information that will permit the Department to determine capacity of vendor to meet all contractual requirements
 - Identify:
 - Has your organization ever been cited by any authority for unscrupulous practice?
 - Does your organization have any past or present suits with any current or former customers?
- c) *Statement of Need*: Clearly define the physical, economic, social, financial and/or related issues requiring a solution. Any relevant data based on planning studies, local focus groups should be included and referred to. ***Please make sure that you directly relate to the purpose and scope (section III. A., B., C., D.) for the Component you are applying for.***
- d) *Outcome Objectives*: State the outcome objectives for the proposed model. All objectives must be clear, realistic and achievable. For each outcome objective, please indicate the behavior, attitude or knowledge to be changed/learned and specific process used to evaluate it. Additionally, please quantify the services being provided. ***Keep in mind the required Scope of Work (III. C) related to Component you are applying for and that your objectives must reflect your projected annual activities.***
- e) *Implementation Schedule*. Please provide an annual implementation schedule outlining all project activities and an anticipated timeframe for completion.
- f) *Plan for Evaluation*
- g) *Fees/Costs*: Provide information pertaining to fees or costs associated with your proposal.
- h) Copy of the most recent Dun and Bradstreet Financial Report (complete full report) on your company, as well as any updates subsequent to the date of the complete report.

- i) Two (2) years most recent audited annual financial statements and all quarterly reports of financial statements issued to date from 2002.
- j) Additional information that you believe pertinent to the Department's requirements.

2) **Budget Justification:**

Please provide a brief description for each item indicated in your budget.

3) **Budget:**

Please complete the enclosed budget form. Any financial or in-kind support provide to your program should be indicated on the enclosed budget form.

4) **References:**

Please provide the names, titles, addresses and phone numbers of five key professional References for your organization.

5) **Copies:**

Original plus 6 copies of the proposal must be submitted. Eligible agencies can apply for either Component A or B or both. **Separate proposals must be submitted for each Component in accordance with RFP, Mandatory Proposal Response Requirements for Components A and B.** Proposals must be received no later than Friday, July 29, 2005, 4:00 p.m. One original and six copies are to be submitted as follows. All proposals are to be submitted to: Mr. George Siberón, M.P.A., M.S.W., Executive Director, Nassau County Youth Board Attn: Community Education/Mentoring Applications, Component [*indicate A, B, or A and B*], 60 Charles Lindbergh Boulevard, Uniondale, New York 11553.

- 6) Identify all adverse determinations against your business, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or Nassau County equal opportunity laws or regulations.
- 7) Has your business, or any of its employees present or past, or anyone acting on its behalf, ever been convicted of any crime or offense arising directly or indirectly from the conduct of your business, or has any of your business's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business or financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail.
- 8) A description of any action, suit, proceeding or investigation pending or threatened against your business including, without limitation, any proceeding known to be contemplated by government authorities or private parties.
- 9) Has your business, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your business which is still pending, or has any of your officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, please describe any such indictments or charges and surrounding circumstances in detail.

10) Staffing:

Please provide information on the individuals who would comprise your operational team for this project. Specify the role each would play, as well as the backup coverage to be available in time of conflicting engagements.

11) Conflict of Interest:

Please disclose:

(i) Any material financial relationships that your business or any employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of the Department or Nassau County.

(ii) Any family relationship that any employee of your business has with any Department or Nassau County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your business believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of the Department or Nassau County.

F. ADDITIONAL INFORMATION

1) Number of Anticipated Awards:

Component A: One award, up to \$25,000

Component B: One award, up to \$25,000

- 2) All materials submitted in response to this Request for Proposals will become the property of the Department.
- 3) The Department reserves the right to conduct discussions with one or more applicants. No applicant shall have any rights against the Department as a result of such discussions.
- 4) The Department reserves the right to negotiate separately with any source whatsoever.
- 5) The Department reserves the right to waive any irregularity in any proposal received or any other aspect of this procurement.
- 6) Communication with the Department
Applicants are advised that from the date this RFP is issued until the contract, no contact with the Department personnel in any way related to this solicitation is permitted, except as shall be authorized by the officer designated herein as the Department's contact persons (as identified in Section II D herein).
- 7) Each application prepared in response to this RFP will be proposed solely at the cost and expense of the applicant with the expressed understanding that there will be no claim whatsoever for reimbursement from the Department.
- 8) Submission of a proposal in response to this RFP shall constitute an offer on the part of the successful Applicant to execute a Contract substantially as described herein.

9) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Department.

10) Disclaimer:

The Department and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Department does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

11) Freedom of Information Law:

All proposals submitted to the Department in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers law of the State of New York ("FOIL"). A firm submitting a proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such firm's competitive position. In the event that the Department determines that information is required by applicable law to be disclosed, the Department will notify the vendor in advance of such disclosure to enable the vendor to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

Nassau County Youth Board					
REQUEST FOR PROPOSAL (RFP) BUDGET					
January 01, 2005 - December 31, 2005					
AGENCY:					
PROGRAM TITLE:					
PERSONAL SERVICES					
POSITION TITLE	RATE OF PAY	BASIS (W,BW,HR)	Youth Board Funds Requested	In-Kind / Matching Funds	Total Program Cost
TOTAL SALARIES AND WAGES			\$	\$	\$
TOTAL FRINGE BENEFITS (maximum 27%)			\$	\$	\$
TOTAL PERSONAL SERVICES (1)			\$	\$	\$
CONSULTANTS/CONTRACTED SERVICES/ STIPENDS					
TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	Youth Board Funds Requested	In-Kind / Matching Funds	Total Program Cost
TOTAL SERVICES (2)			\$	\$	\$
MAINTENANCE & OPERATIONS					
CONSUMABLE SUPPLIES					
MAINTENANCE / EQUIPMENT REPAIRS					
EQUIPMENT RENTALS - (itemize here)					
EQUIPMENT PURCHASES - (itemize here)					
SPACE RENTALS					
TRAVEL					
LIABILITY INSURANCE					
UTILITIES and TELEPHONES					
OTHER COSTS					
TOTAL MAINTENANCE AND OPERATIONS (3)			\$	\$	\$
GRAND TOTAL BUDGET (1+2+3)			\$	\$	\$

EXHIBIT “A”
STANDARD CLAUSES

Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a “Contractor Agent”), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word “Person” means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices U and EE attached hereto. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data (“Information”) acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County’s possession may be subject to disclosure under Section 87 of the New York State Public Officer’s Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor’s responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same

and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of \$150.00 per proposal for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

APPENDIX U

The provisions of this Appendix U are hereby made a part of the document to which it is attached.

Local Law No. 19 – 2003

A LOCAL LAW TO PROHIBIT THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY.

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
 - 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.
- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.

- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A.) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.

- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, or carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
- 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
 - 2.) allowing a labor organization or its representative's access to the employer's facility or property;

- 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
- 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
 - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;

- d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
 - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
 - 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person,

individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

APPENDIX EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Vendor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Vendor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Vendor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Vendor's obligations herein.

(c) The Vendor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Vendor shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Vendor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Vendor shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Vendor.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix EE the term "County Contract" means (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "Vendor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Vendor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract.

Yb/public/2005/Community Education-Mentoring RFP 2005